

## FIRST AMENDMENT TO CITY OF DURHAM / NCDOT LEASE AGREEMENT

(Walker Warehouse Building Parking Lot Lease)

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment"), made and entered into on the last day executed below, by and between City of Durham, a municipal corporation organized under the laws of the State of North Carolina ("Lessor"), and the North Carolina Department of Transportation, an agency of the State of North Carolina ("Lessee"), whose main office is located at 1 South Wilmington Street, Raleigh, NC 276C1.

WHEREAS, Lessor and Lessee entered into an original lease agreement titled "City of Durham / NCDOT Lease Agreement" dated October 27, 2008. That lease agreement is referred to as the "Original Lease Agreement".

WHEREAS, Lessee and Lessor desire to extend the term of the Original Lease Agreement.

NOW THEREFORE, for and in consideration of the foregoing promises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, all of which each party respectively agrees constitutes sufficient consideration received at or before the execution hereof, the parties agree to amend the Original Lease Agreement as follows:

101. Delete paragraph 5 "Term" in its entirety and replace with the following:

5. Term: The lease shall become effective on July 1, 2015, and shall continue for a period of seven years until June 30, 2022; thereafter, the lease may be renewed for additional seven-year terms by the mutual consent of the parties hereto.

102. Delete paragraph 6 in its entirety and replace with the following:

6. Payment terms shall be as follows: The Lessee shall deduct from each annual invoice of Lessor's ("Annual Municipal Share") of Lessees' annual fee for Lessee's lease of the Walker Warehouse Building, 601 West Main Street, Durham, NC., as per the terms of that certain Reimbursement Agreement dated May 13, 2008. Said deduction amount shall equal \$26,400.00 per year from July 1, 2015 to June 30, 2017, and \$31,680.00 per year from July 1, 2017 to June 30, 2022 as per the terms of that certain Reimbursement Agreement dated \_\_\_\_\_, a copy of which is attached as **Exhibit B, Revised May 2015** and incorporated herein by reference.

103. Replace "Exhibit B" of the Original Lease Agreement, with "**Exhibit B, Revised May 2015**".

IN WITNESS THEREOF, the undersigned have executed and delivered this First Amendment under seal as of the day and year first above written.

CITY OF DURHAM

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_  
City Clerk By: \_\_\_\_\_  
City Manager

ACKNOWLEDGMENT BY CITY OF DURHAM

Name of other party to the contract: North Carolina Department of Transportation

Title of the contract: First Amendment to City of Durham / NCDOT Lease Agreement

I, \_\_\_\_\_, a notary public, certify:  
(Type or print name of Notary Public)

(1) \_\_\_\_\_ personally appeared before me  
(Type or print name of City Clerk or Deputy City Clerk who attested)  
in Durham County, N. C. on this day; (2) I have personal knowledge of her identity; and  
(3) she acknowledged that by authority duly given and as the act of the City of Durham,  
the foregoing document was signed in its corporate name by its \_\_\_\_\_ City  
Manager, sealed with its corporate seal, and attested by its said City Clerk or Deputy  
City Clerk.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

*[INSERT NCDOT SIGNATURE PAGE HERE]*